**AGREEMENT FOR STUDENT EXCHANGE**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF COLORADO**

**AND**

**[UNIVERSITY]**

This agreement for student exchange (“Agreement”) is made between The Regents of the University of Colorado, a body corporate contracting on behalf of the University of Colorado Boulder Office of International Education (“UCB”) and [University] (“\_\_\_”) together hereinafter “the parties.”

**RECITALS**

 **WHEREAS**, the parties hereto wish to enter into an exchange of their students as a means of supporting the concept of study in another culture and assert its importance in individual growth and development as well as in the promotion of the appropriate transfer of knowledge and technology, the promotion of mutual understanding between [country of study] and the United States, and the promotion of world peace; and

 **WHEREAS**, both entities agree that this exchange will be in the best interest of their institutions and will encourage and support their educational missions.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between UCB and [University] hereto:

1. Annual Exchange. There shall be an annual exchange of students between UCB and [University]. This exchange will be on a one-for-one basis, but temporary imbalances may be permitted in any year, subject to the agreement in advance by both institutions.
2. Number of Students. The number of students to be exchanged in any one year shall be agreed upon by the two institutions not later than five (5) months preceding the beginning of the academic year at the host institution. The number for each annual exchange is expected to be [number] students, but may be increased or decreased upon mutual agreement of the two institutions.
3. Exchange Term. The exchange shall be for one semester or one full academic year as defined by the host institution, not including summer terms.
4. Student Eligibility. UCB students will be required to be in the second semester of the (2nd) year or in the third (3rd) or fourth (4th) year of their undergraduate degrees at UCB.

[University] students will be required to be in the second (2nd) or third (3rd) year of their undergraduate degrees at [University].

1. Selection and Screening.

 (a) [University] shall submit to UCB nominations for students, including completed application forms for UCB and a statement of the student's academic record to date. Nominations for August matriculation shall normally be sent to UCB to arrive between January 1 and March 15 of the academic year preceding that in which the fall semester or academic year exchange is to take place. Nominations for January matriculation shall normally be sent to UCB to arrive between August 1 and September 15 of the academic semester preceding that in which the semester exchange is to take place.

(b) UCB shall submit to [University] nominations of UCB students, including a statement of the student's academic records to date and an academic reference. Nominations shall normally be sent to [University] to arrive by November 1 for [spring term] matriculation and by April 1 for [fall term] matriculation.

1. The host institution reserves the right to determine the final admission eligibility of each student nominated by the home institution.
2. Students participating in this exchange will study as non-degree seeking students at the host institution.

6. Responsibility of Host Institution after Admission of Exchange Students.

(a) The host institution will in a timely manner provide the accepted exchange student with a formal letter of admission and other documents as may be required for establishing the participants' student status for visa and other purposes. These documents shall be sent through the home institution. Neither institution shall assume liability should students be unable to receive an appropriate visa.

1. The host institution will assign admitted students to the appropriate school, department, or division, and to appropriate individuals for academic advice.
2. Participating [University] students will be eligible to enroll in any UCB courses or programs for which they are linguistically and academically qualified except in Education, Music, or Law. Participating UCB students will be eligible to enroll in [name individual schools/departments, or all schools/departments] at [University].
3. All student services and facilities of the host institution will be made available to exchange students to the same extent as that enjoyed by regularly enrolled students at the host institution.
4. Upon completion of the period of study, the host institution will send an academic transcript or official record of all coursework attempted by the exchange student to the appropriate office of the home institution. The home institution may duly recognize the credits for the courses taken by the students at the host institution in accordance with its own regulations and procedures.
5. Academic Evaluation Each institution shall be governed by its own laws, policies and procedures governing the award of grades and degrees and the determination of academic deficiencies.
6. Financial Aid.  UCB shall be responsible for following UCB procedures for calculating awards, disbursing aid, monitoring satisfactory progress and other student eligibility requirements, keeping records, and returning funds in the event the student withdraws.  UCB shall award eligible UCB students federal, state, and/or institutional financial aid (as eligibility and funds permit) while these students are enrolled in the exchange.  [University] agrees not to award or disburse any federal financial aid to UCB students.  [University] shall monitor the student’s enrollment status and awards received and notify UCB of any institutional or other aid awarded to the student for the period enrolled, as well as any change in enrollment status which causes the student to be enrolled less than full-time.
7. Authority to Discipline. Each institution shall have the authority to discipline (up to and including dismissal) the other party’s exchange student should that student violate any law or regulation of the host institution or be found by a court of law to have violated any law of the host country.
8. Applicable Law. While enrolled in this program, exchange students shall be subject to the laws, regulations, policies and procedures applicable to the host institution. This Agreement shall be interpreted pursuant to the laws of the State of Colorado.
9. Course Load. Exchange students at each institution will be expected to take appropriate full time course work and course load selected with the assistance of the respective academic advisors at each institution (at UCB 12-18 credits per semester for undergraduate students and 5-12 credits per semester for graduate students).
10. Costs.
11. All exchange students will pay instructional costs and required fees [and room and meals in the dormitories] to their home institutions as determined by that institution. No financial transaction will occur between the two universities.

(b) Except as indicated above, exchange students will be exempted from paying the normal fees for application, admission, and tuition at the host institution.

(c) Except for costs stipulated in subsection (b), all expenses incurred by exchange students will be borne by the individuals, including but not limited to charges for coursework over 18 hours, non-required fees, health insurance and medical expenses, [housing accommodations, food,] round trip transportation, in-country travel, books and supplies, vacation and other personal expenses. However, the parties will assist incoming exchange students in acquiring housing accommodations.

(d) Exchange students must purchase the medical/health insurance as required by the host institution and/or host country. Medical and health costs not covered by insurance must be paid by the student.

1. Notice of Withdrawal. Whatever the reasons for an exchange student's early withdrawal, the host institution will promptly inform the home institution and other officials who, by regulation, need to be informed.
2. Nondiscrimination. The parties agree that no person shall on the grounds of race, color, religion, national origin, sex, sexual orientation, or physical disability, be excluded from participation under the terms of this agreement.
3. Contact Information. Correspondence about this Agreement shall be addressed to the following:

**For UCB:** **For [UNIVERSITY]**:

Office of International Education

University of Colorado Boulder

123 UCB

Boulder, CO 80309-0123

USA

Tel: (+1) 303-492-6016

FAX: (+1) 303-492-5185

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Amendment. This Agreement may be amended by mutual written agreement of the parties.
2. Counterparts. This Agreement may be executed in as many counterparts as is necessary or convenient each of which shall be deemed an original but all such counterparts shall constitute but one and the same agreement; however, the parties understand and agree that only English-language counterparts shall be in effect and control. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature.
3. Termination. Either party may terminate this Agreement by delivering a written notice of termination not less than five months prior to the end of the academic year of the current exchange.
4. Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
5. Independent Contractor. In the performance of this Agreement, neither party is authorized or empowered to act as agent for the other party. Neither party shall be bound by the acts or conduct of the other.
6. Administrative Costs. In the administration of this Agreement, each party shall be responsible for its own expenses.
7. Confidentiality of Student Records. Each party shall maintain the confidentiality of student records as required or permitted by applicable law.
8. Term of this Agreement. This Agreement shall remain in force for a period of five (5) years from the last date of signing, during which time it will be reviewed periodically by the two institutions. During the last year of the agreement the decision to renew or renegotiate the terms will be made on the basis of mutual consultation between the two institutions.

**IN WITNESS WHEREOF**, UCB and [University] have executed this Agreement and/or authorize the same to be executed by their duly authorized representatives as of the date shown below the representative's signatures; said agreement to become effective as of that later date.

**The Regents of the University of**

**Colorado, a body corporate** by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Philip P. DiStefano

Chancellor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Approved as to Legal Sufficiency

Office of the University Counsel

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[University]** by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

[Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date